

ATTORNEY RETAINER AGREEMENT

THIS AGREEMENT confirms that you, the undersigned "client", have retained G. DALLAS HORTON & ASSOCIATES ("attorneys") upon the following terms:

1. Scope of work. Attorneys will represent you as client for all claims of injuries, damages, and insurance benefits against all parties and insurance companies arising from a motor vehicle accident which happened on 8/22/2014 at the location of Paradise / Robindale.

This agreement does NOT apply to defense of criminal or traffic violations, or claims for benefits from workers' compensation, Social Security, unemployment, bankruptcy, Medicaid, Medicare, health insurance, welfare, or an appeal by any party.

2. Attorney Fees. Attorneys shall be paid ^{*}Thirty Three and One-Third Percent (33 1/3 %) of any money recovered in this matter *before* a lawsuit, demand for arbitration, demand of mediation, or notice of appearance for an administrative hearing is filed or received, and Forty Percent (40%) of ^{*}any money recovered *after* such event. If the court awards attorney's fees, attorneys may elect the greater amount of the contingency fee or a reasonable hourly rate. Attorney's reasonable hourly rate is \$750.00 per hour, with secretarial and paralegal time at \$75 per hour. No attorney fee shall be charged if there is no recovery.

3. Expenses: Expenses will be incurred by attorneys in handling this matter, not limited to postage, copying by attorney at \$.30 per page, court filing fees, hiring investigators, process servers, experts, runner services, copy services, and other services on client's behalf. **Client is liable to attorneys for payment of all incurred expenses regardless of outcome. Payment for expenses made out of client's recovery will be deducted *after* payment of attorneys' fee.** Client agrees that attorneys may borrow funds to pay or reimburse attorneys for expenses, and that client will reimburse the attorneys for interest charges and expenses incurred because of such borrowing.

4. Case Management. Client authorizes the attorneys to do whatever the attorneys deem advisable in this matter, including incurring expenses. Attorney may associate with, or share attorneys fees with, any other attorney. This matter will not be settled without the consent of client. Client authorizes the attorneys to sign the client's name to any releases, forms, checks, drafts and other papers as necessary to represent client and to distribute funds recovered in accordance with this retainer agreement.

5. Medical Expenses and Liens: All medical expenses incurred by client are payable by client. Attorneys may withhold from any recovery the sums necessary for payment of medical expenses secured by, or subject to, federal, state and/or contractual liens and subrogation claims. Client agrees to indemnify attorneys for any liabilities and expenses resulting to attorneys from client's failure to fulfill responsibilities relating to liens or subrogation interests held by others. Attorneys recommend client use health insurance before using liens.

6. Termination before recovery: At any time attorneys may withdraw from further representation of client. In the event of termination client remains obligated to repay expenses incurred by attorneys. If attorney terminates for reasonable cause or is terminated by client, attorneys' reserve the right to claim a lien upon the cause of action and the proceeds of any recovery, for unreimbursed expenses and for a reasonable attorneys' fee. If G. Dallas Horton & Associates received an offer on behalf of the client, attorneys may elect the greater amount of the contingency fee or a reasonable hourly rate. Attorney's reasonable hourly rate is \$750.00 per hour, with secretarial and paralegal time at \$75 per hour.

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7. Client's Duties: Client must cooperate with attorneys, promptly tell attorneys of all phone number and address changes, and appear at attorneys' office or Court proceedings as is reasonably necessary. Client's statements to attorneys must be truthful and complete. **A lawsuit brought solely to harass or to coerce a settlement may result in liability for malicious prosecution or abuse of process.**

8. No Guarantee. The attorneys make no warranties or guarantees including but not limited to success or any particular result. **In the event of a loss, client may be liable for the opposing party's attorney's fees and will be liable for the opposing party's costs as required by law.**

I HAVE READ ALL THE ABOVE, I UNDERSTAND IT, AND AGREE TO IT.

Client:

Cynthia Clark 1-19-15
Signature Date

SUBSCRIBED and SWORN to before me
This 19 day of January, 2015.

Rhonda R. Corbin
NOTARY PUBLIC in and for said
County and State

Attorneys:

[Signature]

G. DALLAS HORTON & ASSOCIATES

